

**CULTURAL EXCHANGES, PROPERTY  
AND COOPERATION**

**Peace Corps**

**Agreement Between the  
UNITED STATES OF AMERICA  
and the CONGO**

Effected by Exchange of Notes at  
Brazzaville April 21, 1990



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966  
(80 Stat. 271; 1 U.S.C. 113)—

“. . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

## CONGO

### **Cultural Exchanges, Property and Cooperation: Peace Corps**

*Agreement effected by exchange of notes  
at Brazzaville April 21, 1990;  
Entered into force April 21, 1990.*

01213

April 21, 1990

MINISTER OF STATE  
MINISTER OF FOREIGN AFFAIRS  
AND COOPERATION

TO:

The Ambassador of the  
United States of America,  
BRAZZAVILLE

Excellency,

Referring to our conversation of 14 February 1990 in Washington with Mr. Paul Coverdell, Peace Corps Director, during the State visit to the United States by General Denis Sassou-Nguesso and considering that relevant conclusions of these conversations today enable an increase in cooperation between the People's Republic of the Congo and the Peace Corps, I propose in the name of the Government of the People's Republic of the Congo the conclusion between our two governments of the following arrangements relative to the assignment to the People's Republic of the Congo of American Peace Corps volunteers.

I. Obligations of the Government of the United States

A. The Government of the United States will furnish such Peace Corps volunteers as may be requested by the Government of the People's Republic of the Congo and approved by the Government of the United States to perform mutually agreed tasks in the Congo.

B. The volunteers will work under the immediate supervision of governmental or private organizations in the Congo designated by our two governments.

The government of the United States will provide training to enable the volunteers to perform their tasks in the most effective way.

C. The Government of the United States will provide the volunteers with such limited quantities of equipment and supplies as our two governments may consider necessary to enable the volunteers to perform their tasks effectively.

## II. Obligations of the Government of the People's Republic of the Congo

A. The Government of the People's Republic of the Congo will accord equitable treatment to the volunteers and their property; afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in the Congo.

The Government of the People's Republic of the Congo will also fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning the volunteers and will cooperate in all respects with their representatives.

B. The Government of the People's Republic of the Congo will exempt the volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside the Congo, from all customs duties or other charges on their personal property introduced into the Congo for their own use at the time of their arrival and from all other taxes or other charges (including immigration fees), except license fees and taxes or other charges included in the prices of equipment, supplies and services.

C. The Government of the People's Republic of the Congo will exempt from all taxes, customs duties, and other charges all equipment and supplies introduced into or acquired in the People's Republic of the Congo by the Government of the United States or any contractor financed by it, for use hereunder.

D. To enable the Government of the United States to discharge its responsibilities under this Agreement, the Government of the People's Republic of the Congo will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of the Congo.

The Government of the People's Republic of the Congo will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside the Congo, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services.

The Government of the People's Republic of the Congo will accord the Peace Corps representatives and his staff the same treatment with respect to the payment of customs duties or other charges on personal property introduced into the People's Republic of the Congo for their own use as is accorded to personnel of comparable rank or grade of the Embassy of the United States. The Government of the People's Republic of the Congo will accord personnel of United States private organizations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into the Congo for their own use as is accorded volunteers hereunder.

E. The Government of the People's Republic of the Congo will exempt from investment and deposit requirements and currency controls all funds introduced into the People's Republic of the Congo for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of the Congo at the highest rate which is not unlawful in the People's Republic of the Congo.

### III. Arrangement of Contracts

Appropriate representatives of our two Governments may make from time to time such arrangements with respect to Peace Corps volunteers and Peace Corps programs in the Congo as appear necessary or desirable for the purpose of implementing this Agreement.

### IV. Implementation

The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of both governments.

If these understandings are acceptable to your Government, I propose that this note and your Government's reply note concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it.

Accept, Mr. Ambassador, the assurances of my high consideration.

/s/ Antoine NDINGA - OBA

His Excellency,

Ambassador of the United States of America,

Brazzaville.

21 AVR. 1990

LE MINISTRE D ETAT  
MINISTRE DES AFFAIRES ETRANGERES  
ET DE LA COOPERATION

01213

A

Monsieur l'Ambassadeur des Etats-Unis  
d'Amérique,

- BRAZZAVILLE -

Excellence,

Me référant à notre conversation qui a eu lieu en date du 14 Février 1990 à Washington avec Monsieur Paul COVERDELL, Directeur du Corps de la Paix au cours de la visite d'Etat effectuée aux Etats-Unis d'Amérique par le Général Denis SASSOU-NGUESSO, et, considérant que les conclusions pertinentes de ces conversations permettent aujourd'hui de promouvoir une coopération entre la République Populaire du Congo et le Corps de la Paix, Je propose au Nom du Gouvernement de la République Populaire du Congo que soient conclus entre nos deux Gouvernements les arrangements suivants relatifs à l'affectation et aux prestations en République Populaire du Congo des Volontaires Américains du Corps de la Paix :

I - Obligations du Gouvernement des Etats-Unis

- A/- Le Gouvernement des Etats-Unis fournira des Volontaires du Corps de la Paix, sur la demande qu'en fera le Gouvernement de la République Populaire du Congo et avec l'approbation du Gouvernement des Etats-Unis, pour effectuer au Congo des tâches sur lesquelles les deux Gouvernements se seront mis d'accord.
- B/- Les Volontaires travailleront sous la surveillance directe d'organismes privés ou gouvernementaux au Congo désignés par les deux Gouvernements.

.../...

Le Gouvernement des Etats-Unis assurera la formation des Volontaires afin de permettre à ces derniers d'accomplir leur tâche de la manière la plus efficace.

C/- Le Gouvernement des Etats-Unis fournira aux volontaires les quantités limitées de matériel et fourniture que les deux Gouvernements pourront considérer comme nécessaires pour permettre aux Volontaires d'accomplir leur tâche d'une manière efficace.

II - Obligations du Gouvernement de la République Populaire du Congo.

A/- Le Gouvernement de la République Populaire du Congo accordera un traitement équitable aux volontaires et à leurs biens. Il leur assurera, pleinement et entièrement, son aide et sa protection, y compris un traitement non moins favorable que celui généralement accordé aux citoyens américains résident au Congo.

En outre, le Gouvernement de la République Populaire du Congo tiendra pleinement au courant et consultera les représentants du Gouvernement des Etats-Unis sur toutes questions concernant les volontaires et coopérera dans toute la mesure du possible avec lesdits représentants.

B/- Le Gouvernement de la République Populaire du Congo exonérera les volontaires de tous impôts sur les sommes qu'ils recevront pour subvenir à leurs besoins et sur les revenus dont la source se trouve à l'extérieur du Congo, de tous droits de douane et autres droits sur leurs biens mobiliers introduits au Congo pour leur usage au moment de leur arrivée, et de tous autres impôts, taxes et redevances (y compris les droits d'immigration), à l'exception des droits ou taxes de licences et des impôts et autres droits compris dans le prix de l'équipement, des fournitures et des services.

C/- Le Gouvernement de la République Populaire du Congo exonérera de tous impôts droits de douane et autres droits tout matériel et toutes les fournitures introduits ou acquis au Congo par le Gouvernement des Etats-Unis ou par tout contractuel financé par lui, pour utilisation dans le cadre du présent Accord.

.../...

D/- Afin de permettre au Gouvernement des Etats-Unis de s'acquitter de ses obligations conformément aux dispositions du présent Accord, le Gouvernement de la République Populaire du Congo recevra un représentant du Corps de la Paix et les collaborateurs de ce représentant ainsi que le Personnel d'organismes privés américains remplissant des fonctions dans le cadre du présent Accord en vertu d'un contrat passé avec le Gouvernement des Etats-Unis, qui sont acceptables au Gouvernement de la République Populaire du Congo.

Le Gouvernement de la République Populaire du Congo exonérera ces personnes de tous impôts sur les revenus provenant de leur travail au Corps de la Paix ou dont la source se trouve à l'extérieur du Congo, et de tous autres impôts, taxes et redevances (y compris les droits d'immigration) à l'exception des droits ou taxes de licences et des impôts et autres droits compris dans le prix de l'équipements des fournitures et des services.

Le Gouvernement de la République Populaire du Congo accordera au Représentant du Corps de la Paix et à son personnel les mêmes privilèges que ceux accordés au personnel de rang ou échelon équivalent de l'Ambassade des Etats-Unis d'Amérique, en ce qui concerne le paiement des droits de douane et autres droits sur leurs biens personnels introduits au Congo pour leur propre usage.

Le Gouvernement de la République Populaire du Congo accordera au personnel des organisations privées des Etats-Unis, sous contrat avec le Gouvernement des Etats-Unis, le même traitement que celui accordé aux volontaires dans le cadre du présent accord en ce qui concerne le paiement des droits de douane et autres droits sur leurs biens personnels introduits au Congo pour leur propre usage.

E/- Le Gouvernement de la République Populaire du Congo exonérera des obligations qui regissent les investissements et les dépôts de fonds, de même que des contrôles de change tous les fonds introduits au Congo aux fins d'utilisation en vertu du présent Accord par le Gouvernement des Etats-Unis ou par les Contractuels financés par ledit Gouvernement. Ces Fonds seront convertibles en monnaie de la République Populaire du Congo au taux le plus élevé qui ne sera pas illégal au Congo.

.../...

### III - Arrangements et Contrats

Des représentants appropriés des deux Gouvernements pourront en ce qui concerne les volontaires du Corps de la Paix et le programme du Corps de la Paix au Congo, conclure les arrangements qui sembleront nécessaires ou souhaitables aux fins de la mise en oeuvre du présent Accord.

### IV - Exécution des Engagements

Les engagements pris par chacun des deux Gouvernements dans le cadre du présent Accord sont subordonnés à la disponibilité des crédits et aux lois de chacun des deux Gouvernements applicables en la matière.

Si ces arrangements recueillent l'agrément de votre Gouvernement Je propose que la présente Note et la réponse de votre Gouvernement indiquant son agrément constituent entre nos deux Gouvernements un Accord qui prendra effet à la date de la réponse de votre Gouvernement et demeurera en vigueur jusqu'au quatre-vingt-dixième jour qui suivra la date à laquelle l'un des deux Gouvernements aura notifié par écrit à l'autre Gouvernement son intention d'y mettre fin.

Veillez agréer, Monsieur l'Ambassadeur, les assurances de ma haute considération./-



Antoine NDINCA - OBA

SON EXCELLENCE  
MONSIEUR L'AMBASSADEUR DES  
ETATS-UNIS D'AMERIQUE.

BRAZZAVILLE

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 051

Brazzaville, April 21, 1990

Excellency:

I have the honor to acknowledge receipt of your note of 21 April 1990, a translation of which is as follows:

"Referring to our conversation of 14 February 1990 in Washington with Mr. Paul Coverdell, Peace Corps Director, during the State visit to the United States by General Denis Sassou-Nguesso and considering that relevant conclusions of these conversations today enable an increase in cooperation between the People's Republic of the Congo and the Peace Corps, I propose in the name of the Government of the People's Republic of the Congo the conclusion between our two governments of the following arrangements relative to the assignment to the People's Republic of the Congo of American Peace Corps volunteers.

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B. The volunteers will work under the immediate supervision of governmental or private organizations in the Congo designated by our two governments.

The government of the United States will provide training to enable the volunteers to perform their tasks in the most effective way.

C. The Government of the United States will provide the volunteers with such limited quantities of equipment and supplies as our two governments may consider necessary to enable the volunteers to perform their tasks effectively.

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The Government of the People's Republic of the Congo will also fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning the volunteers and will cooperate in all respects with their representatives.

B. The Government of the People's Republic of the Congo will exempt the volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside the Congo, from all customs duties or other charges on their personal property introduced into the Congo for their own use at the time of their arrival and from all other taxes or other charges (including immigration fees), except license fees and taxes or other charges included in the prices of equipment, supplies and services.

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D. To enable the Government of the United States to discharge its responsibilities under this Agreement, the Government of the People's Republic of the Congo will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of the Congo.

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### IV. Implementation

The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of both governments.

If these understandings are acceptable to your Government, I propose that this note and your Government's reply note concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it."

I also have the honor to inform you that these understandings are acceptable to the Government of the United States of America. Consequently, your note dated 21 April 1990 and this note shall be considered as constituting an Agreement between our two Governments.

Accept, Excellency, the renewed assurances of my  
very high consideration.



Leonard G. Shurtleff  
Ambassador

His Excellency

Antoine Ndinga-Oba,

Minister of State, Minister of Foreign Affairs,

Brazzaville.